

Exhibit A

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LEE

BEFORE ME, the undersigned authority, personally appeared BRIAN KRASSENSTEIN, who, upon first being duly sworn, deposes and says:

1. My name is Brian Krassenstein. I am over the age of twenty-one (21), and I am competent to testify under penalty of perjury as to the following facts:
2. Attached hereto are true and correct copies of e-mail correspondence that I personally received from Lawrence (Larry) W. Sinclair in 2023, indicating his residence in Mexico.
3. In the e-mails, Mr. Sinclair expressed his dissatisfaction with statements that I had made on social media.
4. The statements about which Mr. Sinclair complains were made by me after I made a good-faith investigation into Mr. Sinclair, using public sources available to me.
5. Some of the public reporting that I relied upon about Mr. Sinclair's reputation and history dates back to 2008, and I did not find any public retractions or corrections posted between 2008 and 2023.
6. Also attached to this affidavit are screenshots of comments posted by Mr. Sinclair on Twitter/X indicating his residence in Mexico.

Further, affiant sayeth naught.



BRIAN KRASSENSTEIN

SUBSCRIBED AND SWORN TO before me on the 29th day of January 2024,

by Brian Krassenstein. He is personally known to me or has produced FDUC as identification. (type of identification)

NOTARY SEAL:

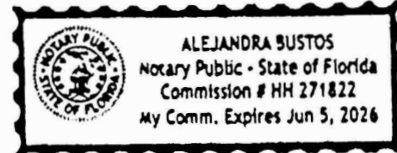
See next page NOTARY PUBLIC, STATE OF
FLORIDA (Signature of Notary taking acknowledgement)

Alpndra Bostos Name of Acknowledger typed,
printed or stamped

HH 271822

Commission Number

STATE OF FLORIDA COUNTY OF Lee
Sworn to (or affirmed) and subscribed before me by means of
(*) physical presence or () online notarization, this 29th
day of January, 2024, by Brian Krossenstun
(name of person making statement).
Personally Known () OR Produced Identification (X)
Type of Identification Produced: None
(Signature of Notary Public) Alejandra Bustos
(Print, Type, or Stamp Commissioned Name of Notary Public)
Affix Notary SEAL HH 271822



B

From: Lawrence Sinclair <lsnewsgroup@gmail.com>
 Date: Mon, Sep 18, 2023 at 8:58 AM
 Subject: Re: Krassenstein
 To: Brian <edbri871@gmail.com>

Mr. Krassenstein:

Your X posts regarding me repeatedly claimed I failed a polygraph test based on published claims 15 years ago. On Sept 6 2023 one post was viewed 147.1 thousand times, liked 847 times and reposted 41 times just from your X post.

On Sept 6 you published a post referring to me having "had a snorting good time after 15 yrs of being ignore." viewed 83.9 thousand times, liked 153 times and reposted 48 times

Again on Sept 6 2023 at 5PM you published on X "Larry Sinclair failed to pass a polygraph test, he proved that he was dishonest and a fraud over a 27 year span..." viewed 835.7 thousand times, liked 3639 times and reposted 331 times just from your post.

in addition you have posted that I have convictions for fraud among other crimes and refer to me as a convicted "Fraudster" and "con artists."

Despite the fact I took the time to personally inform you your republishing of material published in 2008 by others was repeating false statements, and that while in 2008 the report of my failing a polygraph was shown in 2011 to be exactly what I said it was in 2008, a lie you chose not to remove your post or acknowledge you failed to verify the truthfulness of any of it before publishing.

I have never been accused of, charged with or convicted of Fraud no matter how many times Ben Smith or Politico or anyone else chose to publish those lies. I am not sure (other than you repeating a claim by Ben Smith saying I had a 27 year criminal history) where you came up with your claim of me having a 27 yr span of dishonesty but again that claim is outright false. As I have very freely published and has been published for years in fact, my criminal history is from 1980 to 1986. Furthermore it consist of five arrest/ cases 1 in arizona, 2 in colorado, 2 in florida. Az 1980 forgery, CO 1981 Theft, FL 1985 Theft; FL 1986 2 counts uttering a forged instrument 2 counts Grand Theft and CO 1986 Unauthorized use of a financial transaction device and forgery (which was appealed late after I realized I had plead guilty to forgery even though I never signed any name other than my own all clearly available in the court records). NOT a single charge or conviction for Fraud as claimed.

The truth about the Polygraph test having actually been PASSED not failed has been publicly available since 2011 when the individual conducting the exam provider a video of it in a federal court case where he is seen pointing out and admitting that per the computer polyscores I was found to be truthful on both tests but because he (Gelb) found me to be a lying pos and nut (his words on video I might add) he decided not to report those facts. Instead he and Robert Braddock the Dem campaign consultant that also video recorded the exam and never released the video are seen on video discussing exactly how they planned and reporting that I had failed the polygraph rather than the truth. Anti-polygraph was even on X publishing links to the video and their independent findings after reviewing the video and other data available.

As it stands right now you have a following of 772.1 thousand your libelous post were viewed by 1 million 66.7 thousand people. I am going to make you the same offer I have presented to media outlets and others who use X for financial gain who have published libelous post regarding me. As to your claim you simply published what was in the public realm for the past 15 years is not a defense against your publishing libelous statements because you are legally obligated to verify what you publish is true and simply claiming you republished someone else's work does not make you immune. As for your statement I have made no effort in 15 yrs to have it removed is interesting considering the fact I have no right to remove something someone else published, I have repeatedly pointed out the claims were false, that Ben Smith published those false claims at the requests of his attorney Paul Allen Levy who was at the time representing 3 bloggers in a libel suit I had brought against them in 2008. Just as individuals Smith quoted in his article came out and said they never made the comments attributed to them by Smith. But none of that has any bearing on your choosing to publish libel against me.

My proposal is no different than that made to other organizations or individuals who have chosen to do this except for certain terms. Understand your removing the libelous claims now is not and will not be enough as the damage has been done and continues the longer you chose to leave it up.

My conservative estimate as to the number of individuals who have seen or had the libelous statements in their feeds is 3.5 million based on the numbers of followers, times viewed, liked, reposted and commented on.

Therefore my proposal to resolve this matter in lieu of litigation is as follows:

1. You will immediately delete all libelous statements from X and any other internet platform or website you have published it on

2. You will immediately publish a public apology pinned to your X profile apologizing to me for having published statements that you did not bother to verify their truthfulness first, acknowledge that you should have known about the 2011 disclosure of information which contradicted the original report claiming I failed two polygraph exams in 2008 and that said information indicates that I had actually passed the exams not failed them as originally claimed in 2008
3. You will include a statement in apology emphasising the importance of people taking the time and effort to verify the truthfulness of any information they take from another source before republishing it as truthful
4. You will agree to and make full payment in the amount of One hundred fifty thousand dollars (\$150,000.00) in guaranteed US funds not later than 72 hours from agreeing to this settlement as settlement for any and all damages resulting from the published libel
5. You will have until 5PM central time on Wednesday September 20, 2023 to accept this proposed offer of settlement before it becomes void and I move forward with litigation in the United States District Courts.
6. Should you agree and accept this settlement offer the terms of said agreement will remain confidential and the only public statement made by either party will be "The parties have mutually resolved any issues between them."

I want to be completely upfront and say if you decide you do not want to resolve this in lieu of litigation I will seek damages much higher than what I am offering to settle this matter with you for here. Please do not mistake my willingness to try and resolve this matter first as my being weak or unable to pursue litigation as I can assure you to do so will prove a huge miscalculation on your part. In addition despite my belief you are not going to accept, I am still giving you the opportunity because this way later no one can say I did not make an effort first.

I have left a message for your brother Ed to get my email address from you should he wish to reach out and maybe resolve the matter on his libelous posts. His is slightly different from yours based on the statements he published and his statements of them being proven facts.

Sincerely,

Lawrence (Larry) W. Sinclair
Chilpancingo, Mitras Nte., 64320
Monterrey, N.L., Mexico
lsnewsgroup@gmail.com
lws092661@gmail.com

On Mon, Sep 18, 2023 at 6:19 AM Brian <adbri871@gmail.com> wrote:

Sure send me any legal papers you have. Even better come on my show and we can discuss. I posted what was in the public realm for 15 years which you made no effort to have removed in the past, as far as I'm aware, but I'll be happy to take a look and remove anything I find to be inaccurate.

B

From: Lawrence Sinclair <lsnewsgroup@gmail.com>

Date: Mon, Sep 25, 2023 at 6:06 PM

Subject: Brian & Edward Krassenstein Below is Last Offer to Settle Prior to Filing Litigation Offer expires 9AM Central Time 9-26-23

To: Brian <edbri871@gmail.com>

CC: Lawrence Sinclair <LSNewsGroup@gmail.com>

Mr. Brian and Edward Krassenstein:

Brian Krassenstein Terms:

My proposal is no different than that made to other organizations or individuals who have chosen to do this except for certain terms. Understand your removing the libelous claims now is not and will not be enough as the damage has been done and continues the longer you chose to leave it up.

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4. You will agree to and make full payment in the amount of Two hundred fifty thousand dollars (\$250,000.00) in guaranteed US funds with \$15,000.00 immediately paid via Cashapp and the remaining \$235,000.00 paid via wire transfer which must be initiated by end of business on 9-26-23 or 5PM ET and verification of wire initiation received, upon agreeing to this settlement as settlement for any and all damages resulting from the published libel
5. You will have until 9AM central time on Tuesday September 26, 2023 to accept this proposed offer of settlement before it becomes void and I move forward with litigation in the United States District Courts.
6. Should you agree and accept this settlement offer the terms of said agreement will remain confidential and the only public statement made by either party will be "The parties have mutually resolved any issues between them."

I want to be completely upfront and say if you decide you do not want to resolve this in lieu of litigation I will seek damages much higher than what I am offering to settle this matter with you for here. Please do not mistake my willingness to try and resolve this matter first as my being weak or unable to pursue litigation as I can assure you to do so will prove a huge miscalculation on your part. In addition despite my belief you are not going to accept, I am still giving you the opportunity because this way later no one can say I did not make an effort first.

Edward Krassenstein Terms:

My proposal is no different than that made to other organizations or individuals who have chosen to do this except for certain terms. Understand your removing the libelous claims now is not and will not be enough as the damage has been done and continues the longer you chose to leave it up.

My conservative estimate as to the number of individuals who have seen or had the libelous statements in their feeds is 7 to 8 million based on the numbers of followers, times viewed, liked, reposted and commented on.

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Be advised this offer will not be extended beyond the 9AM Central Time September 26, 2023 deadline and if it is not accepted complaints will be filed naming both of you as well as both advertising companies and I will seek damages in addition to punitive and exemplary damages as set forth on X earlier today. After complaint is filed there will be NO settlement discussion at anytime thereafter.

Lawrence (Larry) W. Sinclair
Chilpancingo, Mitras Nte., 64320
Monterrey, N.L., Mexico
lsnewsgroup@gmail.com
lws092661@gmail.com

From: Lawrence Sinclair <lsnewsgroup@gmail.com>
Date: Sun, Jan 14, 2024 at 10:36 AM
Subject: Sinclair v Krassenstein et al. 5:23-cv-00109 Please Advise
To: Brian <edbri871@gmail.com>, Brian Krassenstein <irnetnews@gmail.com>
CC: Lawrence Sinclair <LSNewsGroup@gmail.com>

Mr. Krassenstein:

First pursuant to law let me ask you to advise if you and your brother along with E&B and Forum have retained counsel in the above ref matter? If so please have counsel contact me at this email address. I legally am prohibited from discussing any matter in this case with you if you have retained counsel.

If you respond stating you have **not yet retained counsel and are not currently represented by counsel**, then if you are interested and clearly state in your response I will forward to you a final proposal to consider.

Respectfully,
Lawrence (Larry) W. Sinclair, Plaintiff
lsnewsgroup@gmail.com
lws092661@gmail.com

B

<https://x.com/seeknmeann/status/1704582678803075092?s=20>

<https://x.com/seeknmeann/status/1654630567395176448?s=20>



Larry Sinclair @seeknmeann · May 5, 2023

What is being ignored is US media role in aiding NGOs that are actually doing the smuggling of immigrants thru **Mexico**. Media & US pressure of **Mexico** to provide security & passage allowed these NGOs to avoid dealing with cartels. I **live** in alleged most dangerous Nuevo Laredo



Todd Bensman @BensmanTodd · May 5, 2023

Cartel war raging right smack dab in the illegal immigrant travel corridors for control of the coming boom of patronage with the end of Title 42, @jaeson_jones tells me. Across from far S Texas
twitter.com/jaeson_jones/s...



545



Larry Sinclair @seeknmeann · Sep 20, 2023

Replying to @davewayne75 @arealicehole and 2 others

you are correct it is a clave or password. sometimes it is a series of numbers others it can be a combination of names. I **live** in **Mexico**, have friends associated with multiple cartels stretching from the gulf to the pacific and south to the border. Currently contrary to US...

[Show more](#)



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AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LEE

BEFORE ME, the undersigned authority, personally appeared EDWARD KRASSENSTEIN, who, upon first being duly sworn, deposes and says:

1. My name is Edward Krassenstein. I am over the age of twenty-one (21), and I am competent to testify under penalty of perjury as to the following facts:
2. Attached hereto are true and correct copies of e-mail correspondence that I personally received from Lawrence (Larry) W. Sinclair in 2023, indicating his residence in Mexico.
3. In the e-mails, Mr. Sinclair expressed his dissatisfaction with statements that I had made on social media.
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6. Also attached to this affidavit are screenshots of comments posted by Mr. Sinclair on Twitter/X indicating his residence in Mexico.

Further, affiant sayeth naught.


EDWARD KRASSENSTEIN

SUBSCRIBED AND SWORN TO before me on the 29th day of January 2024,

by Edward Krassenstein. He is personally known to me or has produced FL DUC as identification. (type of identification)

NOTARY SEAL:

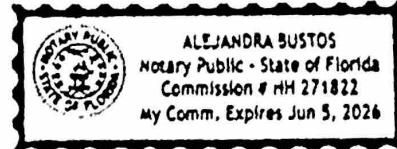
See next page NOTARY PUBLIC, STATE OF
FLORIDA (Signature of Notary taking acknowledgement)

Aleandra Bustos Name of Acknowledger typed,
printed or stamped

HH 271822

Commission Number

STATE OF FLORIDA COUNTY OF LEE
Sworn to (or affirmed) and subscribed before me by means of
(☒ physical presence or () online notarization, this 28th
day of January, 2024, by EDUARDO KRASSEN
(name of person making statement).
Personally Known () OR Produced Identification (☒)
Type of Identification Produced: FL DLIC
(Signature of Notary Public) Alejandro Bustos
(Print, Type, or Stamp Commissioned Name of Notary Public)
Affix Notary SEAL HH 271822



From: Lawrence Sinclair <lsnewsgroup@gmail.com>
 Date: Mon, Sep 18, 2023 at 8:58 AM
 Subject: Re: Krassenstein
 To: Brian <edbri871@gmail.com>

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lws092661@gmail.com

From: Lawrence Sinclair <lsnewsgroup@gmail.com>
Date: Sun, Jan 14, 2024 at 10:36 AM
Subject: Sinclair v Krassenstein et al. 5:23-cv-00109 Please Advise
To: Brian <edbri871@gmail.com>, Brian Krassenstein <irnetnews@gmail.com>
CC: Lawrence Sinclair <LSNewsGroup@gmail.com>

Mr. Krassenstein:

First pursuant to law let me ask you to advise if you and your brother along with E&B and Forum have retained counsel in the above ref matter? If so please have counsel contact me at this email address. I legally am prohibited from discussing any matter in this case with you if you have retained counsel.

If you respond stating you have **not yet retained counsel and are not currently represented by counsel**, then if you are interested and clearly state in your response I will forward to you a final proposal to consider.

Respectfully,
Lawrence (Larry) W. Sinclair, Plaintiff
lsnewsgroup@gmail.com
lws092661@gmail.com

B

<https://x.com/seeknmeann/status/1704582678803075092?s=20>

<https://x.com/seeknmeann/status/1654630567395176448?s=20>



Larry Sinclair @seeknmeann · May 5, 2023

What is being ignored is US media role in aiding NGOs that are actually doing the smuggling of immigrants thru **Mexico**. Media & US pressure of **Mexico** to provide security & passage allowed these NGOs to avoid dealing with cartels. I **live** in alleged most dangerous Nuevo Laredo



Todd Bensman @BensmanTodd · May 5, 2023

Cartel war raging right smack dab in the illegal immigrant travel corridors for control of the coming boom of patronage with the end of Title 42, @jaeson_jones tells me. Across from far S Texas
twitter.com/jaeson_jones/s...



545



Larry Sinclair @seeknmeann · Sep 20, 2023

Replying to @davewayne75 @arealicehole and 2 others

you are correct it is a clave or password. sometimes it is a series of numbers others it can be a combination of names. I **live** in **Mexico**, have friends associated with multiple cartels stretching from the gulf to the pacific and south to the border. Currently contrary to US...

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